

**LABOR-MANAGEMENT  
RELATIONS AGREEMENT**

**U. S. ARMY CORPS OF ENGINEERS FINANCE CENTER**

**MILLINGTON, TENNESSEE**

**AND**

**INTERNATIONAL FEDERATION OF PROFESSIONAL  
AND TECHNICAL ENGINEERS**

**LOCAL 259**

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## PREAMBLE

The Congress finds and the parties agree that:

Experience in both private and public employment indicates that the statutory protection of the right of employees to organize, bargain collectively, and participate through labor organizations of their own choosing in decision which affect them:

- (a) Safeguards the public interest;
- (b) Contributes to the effective conduct of public business; and
- (c) Facilitates and encourages the amicable settlements of disputes between employees and their employers involving conditions of employment; and

The public interest demands the highest standards of employee performance and the continued development and implementation of modern and progressive work practices to facilitate and improve employee performance and the efficient accomplishment of the operations of the Government. Therefore, labor organizations and collective bargaining in the civil service are in the public interest.

NOW, THEREFORE, the parties hereto, intending to be bound hereby, agree as follows:

## ARTICLE 1 RECOGNITION AND UNIT DESIGNATION

Section 1.1 - Recognition. The Employer recognizes that the Union is the exclusive representative of all employees in the unit described below. This recognition was accorded September 11, 2000.

Section 1.2 - Unit. The Employer recognizes the Union as the exclusive bargaining representative for the following: all nonprofessional employees of the U.S. Army Corps of Engineers Finance Center, Millington, Tennessee and Huntsville, Alabama. This agreement does not cover management officials, supervisors, professional employees, confidential employees, employees engaged in federal personnel work in other than a purely clerical capacity and employees described in 5 USC 7112(b)(6) and (7).

## ARTICLE 2 DEFINITIONS

The following definitions of terms used in this agreement should apply:

AAP. Affirmative Action Plan.

Amendments. Modifications of the Basic Agreement to add, delete, or change portions, sections, or articles of the agreement.

Authority. The Federal Labor Relations Authority established by the Civil Service Reform Act of 1978.

Day. Calendar day unless otherwise noted.

Employee. Bargaining unit employee of the USACE Finance Center, unless otherwise specified.

Employer. U. S. Army Corps of Engineers Finance Center (UFC).

FLRA. Federal Labor Relations Authority.

Grievance. Any complaint:

a. By any employee concerning any matter relating to the employment of the employee;

b. By any labor organization concerning any matter relating to the employment of any employee; or,

c. By any employee, labor organization, or the Agency concerning:

(1) The effect or interpretation, or a claim of breach, of a collective bargaining agreement; or

(2) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

IFPTE. International Federation of Professional and Technical Engineers.

Impasse. The inability of representatives of the Employer and the Union to arrive at a mutually agreeable decision concerning negotiable matters through the negotiation process.

Negotiability Dispute. A disagreement between the parties as to the negotiability of an item.

Negotiation. Bargaining by representatives of the Employer and the Union on appropriate issues relating to terms of employment, general working conditions, and personnel policies and practices, with the view toward arriving at a formal agreement.

Seniority. Time from the employee's service computation date forward.

Service Computation Date. Unless otherwise specified, this term will mean the service computation date for leave purposes.

Supplements. Additional articles negotiated during the term of the Basic Agreement to cover matters not covered by the Basic Agreement.

UFC. U. S. Army Corps of Engineers (USACE) Finance Center.

Union. Local 259 (FC) of the International Federation of Professional and Technical Engineers.

Union-Management Meetings. Oral or written discussions or meetings which are held for communication and exchange of views between representatives of the Employer and the Union for the purpose of obtaining the Union's views and the Employer's intentions, during formulation and prior to implementation of policies and procedures on matters of concern to employees of the unit. Discussions and meetings do not include complaints in progress under grievance and appeal procedures. It is not mandatory that the end result of the meetings/discussions be agreement between the parties.

Union Official and/or Union Representative. Any accredited National Representative of the Union and the duly elected or appointed officials of the Local, including stewards.

Unit. The bargaining unit as defined in Article 1.

USACE. United States Army Corps of Engineers.

### ARTICLE 3 MANAGEMENT RIGHTS

Section 3.1 – Law. In the administration of all matters covered by this agreement, the parties and the employees are governed by existing or future laws, including Government-wide, agency and major command rules and regulations.

Section 3.2 – Rights Retained. The Employer retains the right:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the agency; and

b. In accordance with applicable laws:

(1) To hire, assign, direct, layoff, and retain employees, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against employees;

(2) To assign work, to make determinations with respect to contracting out, and to determine the personnel by which the Employer's operations shall be conducted;

(3) With respect to filling positions, to make selections for appointments from among properly ranked and certified candidates for promotion or from any other appropriate source; and

(4) To take whatever actions may be necessary to carry out the agency mission in situations of emergency.

Section 3.3 – Nothing in this section shall preclude any agency and any labor organization from negotiating:

a. At the election of the agency, on the numbers, types, and grades of employees or positions assigned to any organizational subdivision, work project, or tour of duty, or on the technology, methods, and means of performing work;

b. Procedures which management officials of the agency will observe in exercising any authority under this section; or

c. Appropriate arrangements for employees adversely affected by the exercise of any authority under this section by such management officials.

Section 3.4 – Future Agreements. The requirements of this Article shall apply to all supplemental, implementing, subsidiary, or informal agreements between the Employer and the Union.

Section 3.5 – Nonabridgement. In exercising the rights or management, the Employer shall not nullify or abrogate the rights of the Union or the employees as contained in the law, rule, or regulation or other provision of this Agreement. In addition, the right to bargain over the impact of any decision involving a retained right, and the right to negotiate procedures for implementing such decisions, shall not be abridged by anything in this Article.

## ARTICLE 4 EMPLOYEE RIGHTS

Section 4.1 – Union Membership. Employees in the Unit shall be protected in the exercise of their right, freely and without fear of penalty or reprisal, to form, join, and assist an employee organization, or to refrain from such activity. This agreement does not prevent any employee, regardless of employee organization membership, from bringing matters of personal concern to the attention of appropriate officials in accordance with applicable laws, regulations, or agency policies, or from choosing his or her own representative in a statutory appeal action.

Section 4.2 – Employee Protection. Nothing in this agreement shall abrogate any employee right or require an employee to become or to remain a member of a labor organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. The Employer shall not discipline or otherwise discriminate against any employee because he or she has filed a complaint or given testimony under 5 USC 7101 et seq., this grievance procedure, or any other available procedure for redressing wrongs to an employee.

Section 4.3 – Informing Employees. The Union and Employer will conduct an initial informative session for bargaining unit employees on the administration of this agreement. New employees will receive an informative session within 90 days of reporting for duty.

Section 4.4 – Accountability. An employee is accountable only for the performance of official duties and compliance with standards of conduct for Federal employees. Employees shall have the right to engage in outside activities of their own choosing without being required to report to the Employer on such activities, except as required by law or regulation of higher authority.

Section 4.5 – Non-coercion. The Employer will not coerce or in any manner require employees to invest their money, donate to charity, or participate in activities, meetings, or undertaking not related to their performance of official functions.

Section 4.6 - Non-discrimination. No employee will be discriminated against by either the Employer or the Union because of race, color, creed, religion, sex, national origin, age, marital status, physical handicap, or lawful political affiliation.

Section 4.7 – Fair Treatment. All employees shall be treated fairly and equitably in all aspects of personnel management, without regard to political affiliation, race, color, religion, national origin, sex, marital status, age or disabling condition, and with proper regard and protection of their privacy and constitutional rights.

Section 4.8 – Congenial Workplace. The parties agree that in the interest of maintaining a congenial work environment, both supervisors and employees will deal with each other in a professional manner and with courtesy, dignity, and respect.

Section 4.9 – Weingarten Information. The Employer agrees to annually inform all employees of their rights under 5 U.S. C. 7114 (a)(2)(B) by posting on the official bulletin boards. During his/her initial orientation, each employee will be provided with a copy of Weingarten rights in the orientation package.

Section 4.10 – Secure Storage. The Employer will make every reasonable effort to continue existing arrangements/accommodations for the secure storage of appropriate personal belongings. When new furniture is installed, the furniture will contain lockable, secure space for the storage of personal belongings.

Section 4.11- Personal Belongings. The Employer will make reasonable efforts to provide in-office security to protect employees' personal belongings. Employees will exercise reasonable care to protect their personal belongings and will minimize the number of personal items brought to the office. Upon request, management will instruct employees on how to file a claim for reimbursement under 31 U.S.C. 3721 and will make forms available in case of loss.

Section 4.12 – Privacy. The Employer will make every reasonable effort to conduct performance and conduct discussions between supervisors and employees in private.

Section 4.13 – Subpoenas. If an employee is to be served with a warrant or subpoena, it will be done in private to the extent that the Employer has knowledge of, and can control, the situation.

Section 4.14 – Union/Employer Officials. All employees who are new to a facility will be introduced to the appropriate staff and Union Officers during the first week they report for duty (with the exception of Huntsville employees).

Section 4.15 – Retirement Planning. The Employer will provide retirement planning information to bargaining unit employees who are within 12 months of retirement eligibility. Such information is normally available from the Army Benefits Center web site. If needed, the Employer will assist with locating information on the web site and with preparation of forms.. The Employer agrees to assist employees who request help with accessing the Army Benefits Center and help with accessing a retirement counselor. Notice of this assistance will be given to the employees quarterly. The UFC will conduct periodic retirement planning seminars, or may request permission for UFC employees to attend retirement planning seminars held by other government agencies within the area..

Section 4.16 – Whistleblower Protection. Employees shall be protected against reprisal for the lawful disclosure of information which the employee reasonably believes evidences a violation of law, rule, or regulation, or evidences mismanagement, a waste of funds, an abuse of authority, or a danger to health or safety.

## ARTICLE 5 OFFICIAL RECORDS AND FILES IN GENERAL

Section 5.1 – Personnel Records. No personnel record may be collected, maintained, or retained except in accordance with law, government-wide regulations. All personnel records are confidential, shall be viewed or disseminated by officials/employees only with a legitimate administrative need to know, and must be retained in a secure location, in accordance with applicable law and regulation.

Section 5.2 – Record Keeping All basic policies on the maintenance of personnel records, record keeping standards, and special safeguards for automated and/or electronic records will be followed in accordance with applicable law and regulation.

Section 5.3 – Record Availability. An employee has the right to be informed about records that are maintained about him or her and are filed, in a system of records, under his/her personal identifier (e.g., social security number). Upon request, an employee may also see such records and have a copy made of them.

Section 5.4 – Record Examination. Employees and/or their authorized representatives shall have the right and be granted a reasonable amount of time to examine any of their personnel records on duty time. The employee shall have the right to prepare and enter on the record, while on duty status, a response to material placed in such records, in accordance with applicable law and regulation.

Section 5.5 – Time Limits. Access to personnel records of the employee by the employee and/or the authorized representative normally shall be granted as soon as possible but not later than 5 working days of the request if such records are maintained on the premises in which the employee is located and are immediately available. If the records are not so maintained as available, the Employer will initiate prompt action to obtain the records from their location.

## ARTICLE 6 UNION RIGHTS AND REPRESENTATION

Section 6.1 – Recognition. The Employer recognizes that the Union has the exclusive right to represent all employees in the Unit in negotiations and joint meetings with the Employer with regard to matters affecting the conditions of employment.

- a. The Employer agrees to respect the rights of the Union and to meet jointly and negotiate with the Union on such matters, and further agrees to negotiate with the Union regarding the substance (as permitted by the Statute) and impact and implementation of any new policy or change in policy affecting the employees or their conditions of employment. This does not mandate bargaining on permissive subjects.
- b. The Union, in consonance with its right to represent and the Employer's right to set policy, has a right to propose or recommend new policy, change in policy, or resolutions to problems. Such recommendations and/or proposals will be provided in writing or by e-mail to the Employer's designated representative.
- c. The Employer will recognize the duly elected Local officers and officials/representatives designated by the Union, including stewards. The Union will supply the Employer in writing, and will maintain on a current basis, a list of the Union

officers and officials. The Union may post the list of Local officers and officials and/or area stewards on official bulletin boards.

d. The Employer will recognize representatives of the IFPTE National Office. The Union shall provide reasonable notice to the Employer of visits to be made by representatives of the IFPTE National Office. Such visits will be approved in advance.

Section 6.2 – MWR Fund. The Employer agrees that whenever an MWR fund or its equivalent is maintained, there will be at least one Union representative (named by the Union) on the committee.

Section 6.3 – Union Bypass. Consistent with 5 U.S.C. 71, the Employer will not communicate directly with employees regarding conditions of employment in a manner which will improperly bypass the Union under law.

Section 6.4 – Union/Management Meeting Procedure. The following procedures shall apply to Union/Management meetings:

a. A representative of the Employer and the Union will meet, as the need arises, to discuss issues prior to issuance concerning a change in a personnel policy or practice or other general condition of employment.

b. The name and organizational locations of representatives shall be exchanged by the parties. Any changes in designees shall also be furnished.

c. Joint Union-Management meetings shall be held upon request by either party, at mutually agreed upon times and locations. Specific item(s) for discussion should normally be provided in advance of the meeting by either party, although items not submitted may be discussed.

d. Joint meetings will be conducted during regular duty hours with Union officials authorized official time without loss of leave or pay.

e. New or changed policy proposals affecting conditions of employment which cannot be readily agreed to may be submitted for negotiation in accordance with negotiation procedures established in this agreement.

f. A meeting between representatives of the Union and the Finance Center Director or his designated representative may be held at least quarterly on an agreed upon schedule. Such meetings shall serve to provide the Employer and the Union an opportunity to develop an understanding of problems relating to the Labor-Management Relations Program. These quarterly meetings shall be in addition to those described in parts (a), (b), and (c) of this Section, as those are held as needed and requested.

Section 6.5 – Representation. The Union will be provided an opportunity to be represented at all formal discussion between management and employees or employee

representatives concerning grievances, personnel policies and practices, or other matters affecting the general working conditions of employees in the Unit. A meeting requested by either the Union or Employer, or a meeting or bargaining session prescribed by Agency/Activity policy or this agreement shall be considered a formal discussion and the Union shall be notified in advance of such a meeting and of its right to be represented.

- a. The Union has the right to represent an employee or a group of employees in presenting complaints.
- b. The Union has the right to have a representative present at all formal discussions between the Employer and an employee or employees, held in the course of proceedings conducted to resolve complaints, grievances or appeals submitted by a member of the Unit. The Employer will notify the Union President or designee before such discussions are held. The Union shall be allowed up to twenty-four (24) hours to provide a representative.

Section 6.6 – Stewardship. The Union shall designate a reasonable number of Union representatives in the various organizations having employees in the unit. The Steward or Local official may prepare and present complaints, grievances or appeals on official time.

Section 6.7 – Official Time. Union officers and officials shall be permitted reasonable time during working hours as set forth below without loss of leave or pay to represent employees in accordance with this agreement. Reasonable official time will be granted annually for report preparation required by 5 USC 7120(c). Representational issues arising at the Huntsville office will be handled via phone, fax, e-mail or video teleconferencing. In those unusual situations where electronic communication equipment does not provide for adequate representation of the offsite bargaining unit employee, the Employer will endeavor to determine an alternate means to resolve the issue. To obtain approval for official time, the Union representative shall request the time from their immediate supervisor (or designee) at the earliest opportunity with information such as intended destination, estimated time it will take to conduct the representational duty and the nature of business. Should the Union representative find that more time than that first authorized is needed, request should be made to the supervisor who granted the initial request. Upon returning to the work site, the Union representative will notify the supervisor. The supervisor will annotate the “Official Union Time” worksheet and both the supervisor and the employee will initial the form

Section 6.8 – Internal Union Business. Internal Union business, such as attending Union membership meetings and collecting union dues, will be conducted during non-duty hours between 6:00 A.M. and 6:00 P.M., Monday through Friday, of the employees involved. Upon request and subject to normal security limitations, the Union may conduct two membership drives of up to three days’ duration each per year, exclusive of September and October due to year-end processing. The Employer will provide the Union with space in the main break room, a table and chairs, and the TV and VCR on the

moveable cart for use in these membership drives if space is available and if the request is received at least 1 week in advance.

Section 6.9 – Restraint. There shall be no restraint, coercion or discrimination against any Union official because of the performance of duties in consonance with this agreement and 5 U.S.C. Chapter 71, et seq., or against any employee for filing a complaint or acting as a witness under this agreement, 5 U.S.C. Chapter 71, et seq., or applicable regulations.

## ARTICLE 7 NEGOTIATIONS

Section 7.1 – Manner. Both parties to this agreement have the responsibility of conducting negotiations and other dealings in good faith, having the authority to make decisions and in such manner as will further the public interest. The Employer agrees to give adequate notice to the Union and an opportunity to negotiate any new policy or change in established policy concerning conditions of employment which are proposed during the life of the agreement. Negotiation of procedures to implement decisions which are management rights and impact bargaining on those decisions will also be handled in accordance with this section. The parties agree to make a strong and determined effort to resolve all differences which arise between them in connection with the administration of this agreement for the life of the agreement.

Section 7.2 – Scope of Negotiations. Subjects appropriate for negotiation between the parties are personnel policies and practices and other matters relating to or affecting working conditions of employees within the Unit. The Employer agrees to negotiate with the Union on any new such policy or change in established policy initiated by the Employer prior to implementation. However, if the change itself is not subject to negotiations, its impact upon the employees and procedures for implementing the change will be negotiated upon the request of either party. The scope of negotiations provides for Union input to implementation of the above policies and practices.

Section 7.3 – Union/Employee Rights. It is understood that no provisions of this agreement shall nullify or invalidate the rights of employees or the Union established by 5 U.S.C. 7101, et seq., other statutes, or regulations or appropriate authority; nor shall it relieve management of the responsibility to negotiate with the Union as appropriate on the policies, practices and procedures used in exercising its rights. To the extent that provisions of any activity instruction or directive within the discretion of the Employer may be in conflict with this agreement, the provisions of this agreement shall govern.

Section 7.4 – Negotiation Procedures. Negotiating sessions may be requested by either party. Such requests must be mutually agreed upon and shall state the specific subject matter to be considered at such session unless otherwise provided. The procedures for negotiations shall be established by ground rules.

a. Union-initiated proposals for a new policy or changes in established Activity policies or regulations, or resolution of a problem(s) will be presented to the designated Employer representative. Such proposals initiated by the Employer shall be presented to the designated Union representative.

b. Employees preparing for and negotiating during regular duty hours on behalf of the Union shall be on official time. For the purpose of application and official time, negotiation is that process beginning with preliminary meeting on ground rules and running through all aspects of negotiations, including mediation and impasse – resolution processes. Formal ground rules may be required by either party.

c. Mid-contract and impact bargaining sessions will be conducted on official time. Reasonable time will be allowed for preparation for negotiations. Such bargaining is considered a part of the Union’s duty to represent employees during the life of the agreement. Formal ground rules may be required by either party.

Section 7.5 – Union Proposals to Agency Head. The parties recognize the right of the Union to submit proposals or views directly to the Agency Head for consideration when changes in Agency procedures are proposed by the Agency.

## ARTICLE 8 GRIEVANCE PROCEDURE

Section 8.1 – Common Goal. The Employer and the Union recognize the importance of settling disagreements and disputes promptly, fairly, and in a courteous and orderly manner. To accomplish this, a strong and determined effort will be made to settle grievances expeditiously and at the lowest level of supervision.

Section 8.2 – Scope. This negotiated grievance procedure shall apply to all grievances.

a. Grievance means any complaint:

(1) By any employee concerning any matter relating to the employment of the employee;

(2) By any labor organization concerning any matter relating to the employment of any employee; or

(3) By any employee, labor organization, or agency concerning:

(a) The effect or interpretation of a claim of breach of a collective bargaining agreement; or

(b) Any claimed violation, misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment.

b. This grievance procedure does not apply to:

- (1) A violation relating to political activities;
- (2) Retirement, life insurance or health insurance;
- (3) A suspension or removal for national security reasons;
- (4) Any examination, certification or appointment;

(5) Classification of a position which does not result in reduction in pay or grade for the employee;

c. Nothing in this section shall prevent employees from exercising the option of appealing adverse action and prohibited personnel notices where allowed by law through the statutory appeals process or to the MSPB, provided that the employee has not filed a formal grievance on the matter in accordance with this agreement

Section 8.3 – Application. A grievance may be undertaken by the Employer, Union, an employee or a group of employees. Only the Union may represent employees in such grievances. However, an employee or group of employees may personally present a grievance and have it adjudicated without representation by the Union, provided that the Union will be present at all discussion between the grievant and the Employer within the negotiated grievance process

Section 8.4 – Time Limits. Time limits stated in this procedure may be extended by mutual agreement of the parties.

Section 8.5 – Procedure. The following procedures are established for the resolution of grievances:

a. Step 1 (informal). An aggrieved employee (and/or representative if he/she elects to have one) shall seek informal resolution from the first line supervisor within 15 workdays of the date of the incident or circumstances that led to the grievance. The grievance will be presented in writing. A decision (in writing) will be given to the grievant within 10 workdays of the presentation of the grievance.

b. Step 2 (formal). If the matter is not satisfactorily resolved in step 1, the matter may be presented in writing to the appropriate Division chief within 10 workdays of the step 1 decision or its due date. A written decision will be given to the grievant within 10 workdays of the presentation of the grievance.

- c. Step 3. If the dispute is not satisfactorily resolved in step 2, it may be presented in writing to the Center Director or his/her designee within 5 workdays of the step 2 decision or its due date. The Center Director/designee will provide a written decision to the grievant within 10 workdays of the presentation of the grievance.
- d. Step 4. If the results of step 3 are not satisfactory, the Union may elect to refer the matter to arbitration.

Section 8.6 – Union/Employer Procedure. This negotiated grievance procedure shall apply to matters of concern or dissatisfaction regarding the effect or interpretation or a claim of breach of this agreement; any claimed violation, any misinterpretation, or misapplication of any law, rule, or regulation affecting conditions of employment. Such grievances must be presented in writing to the Director or designee, if initiated by the Union, or if initiated by the Employer to the Union President or designee. Representatives for the parties will meet as soon as possible, but normally within ten (10) work days of this meeting. Additional meetings to discuss the grievance may be scheduled at any time by mutual consent of the parties. If the grievance is not resolved by this method, either party may submit the matter to arbitration in accordance with the procedure contained in this agreement.

Section 8.7 – Witnesses. Employees called as witnesses by the Union to act as witnesses will not suffer loss of pay or charge to leave while they are acting in that capacity. Employees acting as witnesses will be on official time. Overtime or premium pay is not authorized while acting as a witness.

Section 8.8 – Official Time. Employees and employee representatives will be given a reasonable amount of official time without loss of pay or charge to leave for the purpose of presenting and preparing the grievance at each step of the procedure.

## ARTICLE 9 ARBITRATION

Section 9.1 – Right to Arbitration. If the decision on a grievance processed under the negotiated grievance procedure is not satisfactory, the Employer or the Union either as grievant or as representative of the employee grievant(s) may refer the issue to arbitration. The notice referring an issue to arbitration must be in writing, signed by the Union President or the UFC Director, submitted within ten (10) work days of the receipt of the decision.

Section 9.2 – Selecting the Arbitrator. Within ten (10) work days from the date of receipt of a valid arbitration notice, the parties shall attempt to select an arbitrator and identify the process to be used. If the process cannot be agreed upon, the formal hearing procedures will be used. If the parties are unable to agree upon an arbitrator at that time, they shall jointly request the Federal Mediation and Conciliation Service to submit a list of seven (7) impartial persons qualified to act as arbitrators. A brief statement of the

nature of the issues in dispute will accompany the request to enable the Service to submit the names of arbitrators qualified for the issues involved. The request shall also include a copy of the collective bargaining agreement. In the event that the entire agreement is not available, a verbatim copy of any provision relating to arbitration of the grievance shall accompany the request. The parties shall meet within ten (10) work days after receipt of such list to select an arbitrator. If they cannot agree upon one (1) of the listed persons, the Employer and the Union will each strike one (1) arbitrator's name from the list of seven (7) and shall repeat this procedure until only one (1) name remains. The remaining name shall be the only and duly selected arbitrator. The first strike shall be determined by a toss of a coin. The Employer or the Union may withdraw the grievance at any time prior to the actual convening of a hearing or submission of the case to the arbitrator.

Section 9.3 – Fees and Expenses. The arbitrator's fees and expenses shall be borne by the losing party. Travel and per diem shall not exceed the maximum rate payable to Department of Defense employees under Volume 2 of the Joint Travel Regulation. The parties shall request that the arbitrator specify, in any decision not favoring one party's position over the other, that all costs should be borne equally by the parties. When a formal hearing is used, verbatim transcription shall not be used unless mutually agreed to by both the Employer and the Union. If not mutually agreed to, either the Employer or the Union may utilize verbatim transcription at their own expense, or record the hearing for their own use. The Employer and the Union shall share equally the expense of any mutually agreed upon services considered desirable or necessary in connection with the arbitration proceedings.

Section 9.4 – Arbitration Process. The process to be utilized by the arbitrator may be one of the following:

- a. Formal hearing.
- b. A stipulation of facts to the arbitrator can be used when both parties agree to the facts at issue and a hearing would serve no purpose. In this case, all facts, data, documentation, etc., are jointly submitted to the arbitrator with a request for a decision based upon the facts presented.
- c. An arbitrator inquiry can be used when a formal hearing would serve no purpose. In this case, the arbitrator would make such inquiries as he or she deemed necessary (i.e., inspecting work sites, taking statements).
- d. A mini-arbitration may be used to expedite the resolution of the grievance. In this case, the arbitrator would make such inquiries as he or she deemed necessary, prepare a brief summary of the facts and render an on-the-spot decision without an opinion.

Section 9.5 – Method. The parties may mutually agree on a stipulation of facts to the arbitrator or may request an inquiry, mini-arbitration, or formal hearing.

Section 9.6 – Written Opinion. The parties may mutually direct the arbitrator to simplify or eliminate a written opinion when using the process in b, c, or d of Section 9.4 above.

Section 9.7 – Location and Time. The arbitration hearing or inquiry shall be held on the Employer’s premises during the regular day-shift work hours of the basic work week. An employee of the unit serving as the grievant’s representative, the aggrieved employee, and employee witnesses who are otherwise on duty shall be excused from duty as necessary to participate in and prepare for the arbitration proceedings without loss of pay, annual leave, or any other benefit. Employee participants on shifts other than the regular day-shift will be temporarily placed on the regular day-shift for the week(s) of the hearing in which they are involved.

Section 9.8 – Appeals. In considering the grievances concerning actions based on unacceptable performance and adverse actions appealable to the Merit Systems Protection Board, the arbitrator shall be governed by U.S.C. 7701(c)(1) of Title V, United States Code, as applicable.

Section 9.9 – Time Limit. The arbitrator shall render a decision and remedy to the Employer and the Union as quickly as possible, but in any event no later than thirty (30) days after the conclusion of the hearing unless the parties otherwise agree in advance.

Section 9.10 – Arbitrator’s Decision. The arbitrator’s decision(s) shall be final and binding and the remedy shall be effected in its entirety.

Section 9.11 – Arbitrator’s Authority. The arbitrator shall have the authority to resolve any questions on arbitrability and interpret and define the explicit terms of this agreement, etc., as necessary to render a decision. The arbitrator shall have no authority to add to or modify any terms of this agreement, law, rule, or regulation.

Section 9.12 - Exceptions.

a. Either party may seek judicial review of the arbitrator’s decision on matters which could have been appealed to the Merit Systems Protection Board, within thirty (30) calendar days the award is served on the parties. Such review will be sought in the United States Court of Appeals for the Federal Circuit in accordance with the provisions of 7703 of Title V, United States Code.

b. Either party may file an exception with the Federal Labor Relations Authority to the arbitrator’s award if any matter other than those describe in (a) above. Such expression must be filed within thirty (30) calendar days of the date the award is served on the parties, in accordance with Authority procedures. If no exception if filed, the arbitrator’s decision and remedy shall be effected immediately.

## VOLUNTARY ALLOTMENT OF UNION DUES

Section 10.1 – Deduction. The Employer shall deduct Union dues from the pay of employees in the Unit, subject to the following provisions. The parties agree that the actions of DFAS may be beyond their control.

Section 10.2 – Forms. The Union agrees to procure SF-1187's, "Request and Authorization for Voluntary Allotment of Compensation for Payment of Employee Organizational Dues," and furnish them to eligible members desiring to authorize an allotment for withholding dues from their pay.

Section 10.3 – Certification by Union. The President or other authorized officer of the Local will certify on each SF-1187 that the employee is a member in good standing in the local, insert the amount to be withheld, and submit completed SF-1187's to the customer service representative (CSR) of the agency.

Section 10.4 – Changes in Dues Structure. The President or other authorized officer of the local shall notify the CSR of the agency when the Local's dues structure changes. The change shall be effected at the beginning of the first full pay period after receipt of a thirty (30) day notice. Such change may not be effected more than once in a twelve (12) month period.

Section 10.5 – Effective Date. Allotments will be effective at the beginning of the first full pay period after receipt of SF-1187's by the CSR whenever possible.

Section 10.6 – Suspension of Membership. The Local will promptly notify the payroll servicing officer, in writing, when a member of the local on dues withholding is expelled or suspended.

Section 10.7 – Remittance. The Employer agrees to have the payroll servicing officer prepare a bi-weekly remittance check at the close of each pay period for which deduction are made and forward it to the financial officer of the Local. The check will be for the total amount of dues withheld for that pay period.

Section 10.8 – Union Address. The President of the Local will immediately notify the appropriate CSR in writing of any changes in the name and/or address of the financial officer of the Local.

Section 10.9 – Dues Listing. The Employer will submit with the remittance check a listing of the members, amounts withheld, etc, in the same format that is being provided to the Memphis District Corps of Engineers.

Section 10.10 – Revocation. A member may voluntarily revoke an allotment for the payment of dues by filling out an SF-1188, "Revocation of Voluntary Authorization for Allotment of Compensation for Payment of Employee Organization Dues," and submitting it directly to the payroll servicing officer. After receipt of such notice by the payroll servicing officer, revocation will become effective as of the first full pay period

following one (1) year from the original date the employee authorized dues withholding or beginning the first pay period after 1 February, if the allotment has been in effect for one (1) year. The Employer shall provide the Local appropriate notification of the revocation. The duplicate copy of the SF-1188 completed by the member will be used for this purpose.

Section 10.11 – Union Copy. The Employer will, upon receipt, furnish a copy of all 1188's to the Union.

Section 10.12 – Cost. Management agrees to provide this service without charge to the Local or members, and to continue this service regardless of contract status as long as the Local holds exclusive recognition in accordance with Title 5 U.S.C. 7115.

## ARTICLE 11 USE OF OFFICIAL FACILITIES AND SERVICES

Section 11.1 – Office Space and Equipment. The Employer will continue to provide office space (approximately 125-150 square feet) for Union use. Telephone service will be provided for Union use. A personal computer, printer, table, several chairs and two lockable filing cabinets will also be provided for Union use if in excess of Employer needs. Union representatives may use office copiers for representational purposes. If approved by the Employer, the Union may also periodically use other space located within the USACE Finance Center. Such use must be requested a reasonable amount of time in advance. All areas allowed for Union use will be left in the same condition as found. Facilities and equipment provided to the Union for its use will remain the property of the USACE Finance Center.

Section 11.2 – E-mail. The e-mail service of the Employer shall be available for representational use by the Union.

Section 11.3 – Bulletin Boards. Bulletin boards shall be available for use by the Union for the posting of notices and literature of the Union. A bulletin board limited to Union use shall be made available.

Section 11.4 – Copies of Agreement. The Employer will provide the Union 250 copies of the agreement at no cost. The Union will be responsible for distribution. If either party needs additional copies and contracts for reprinting of the agreement, the other party will be given the option to order copies at the same time and unit cost. Should this agreement be automatically renewed without changes, this section will not apply after the initial three (3) year agreement and will be subject to renegotiation at any time thereafter. The Employer will post one (1) copy of this agreement on each official bulletin board.

Section 11.5 – Access to Union Office. As in the past, the Employer will make access to the Union office available after hours on regular work days. On non-work days access will be subject to advance approval of the Employer.

Section 11.6 – Lists. Employer agrees to furnish to the Union annually a list of all employees in the bargaining unit, alphabetically by organization code and grade. In addition, the Employer agrees to furnish the Union with a quarterly list of gains and losses of employees covered by the bargaining unit. The Union will be furnished one additional list of bargaining unit employees annually if they so request.

Section 11.7 – Union Publication Rack. The Agency shall provide a publication rack (minimum 9 slots) to be used for Union publications/literature. This rack will be located on the west wall of the break room. Additionally, a free standing table rack will be provided to the Union.

Section 11.8 – Changes to UFC Policy. The Employer further agrees to furnish three (3) copies of proposed changes to Finance Center policies which affect bargaining unit employees or their working conditions.

Section 11.9 – Federal Employees' News Digest. A copy of the Weekly Federal Employees' News Digest will be maintained by the Employer.

Section 11.10 – Communications Monitoring. Monitoring of Union electronic communications (e.g., fax, e-mail, telephones, etc) will be accomplished by approval of the UFC Director based on probable cause. Probable cause issues are those such as waste, fraud, abuse or security violations.

## ARTICLE 12 ORIENTATION OF NEW EMPLOYEES

Section 12.1 - Information to Employees. All new employees shall be informed by the Employer that the Union is the Exclusive Representative of employees in the unit.

Section 12.2 – Union Presentation. Representatives of the Union shall be afforded 15 minutes to speak at orientation sessions for new employees, to provide such employees with an introduction to the purposes, goals, function, and achievements of the Union.

## ARTICLE 13 SAFETY AND HEALTH

Section 13.1 – General. The Employer shall institute an effective occupational safety and health program meeting the requirements of the EM 385-1-1 and applicable law, rules and regulations. The Employer shall notify the Union about any proposed changes or recommendations relative to the safety and health program and negotiate in accordance

with 5 U.S.C., Chapter 71. Union officials involved in representation pursuant to this Article shall be considered to be on official duty.

Section 13.2 – Union Safety and Health Representatives. The Union shall designate two (2) Union members to act as a Union Safety and Health Representative. These representatives may or may not be the Union Stewards. The safety and health representatives will perform the following functions:

- a. Investigate, report and suggest corrective action for unsafe working conditions referred to the representative for action.
- b. Work with the Employer in making a concerted effort to provide employees with healthy and safe facilities, space, and equipment. If there is an unsafe or unhealthy condition in the workplace, the Employer will take such action as is necessary to bring situations into compliance with established health and safety laws and regulations. The representative will notify the Employer of observed or reported unsafe or potentially harmful conditions.
- c. The Employer will prepare accident investigation reports in accordance with Army, HQ USACE and local reporting procedures. A copy of the final report shall be provided to the Union safety representative.
- d. The representative will accompany the supervisor(s)/inspector(s) during safety inspections of work areas where employees believe unsafe or unhealthy conditions exist. A determination will be made as to the condition and necessary steps will be taken to correct the situation, if possible, prior to work resuming.
- e. In all their activities, the representative(s) shall have access to agency information relevant to safety, including information on the nature and hazardousness of substances in agency workplaces.
- f. If the representative is not satisfied with an agency's response to a report of hazardous working conditions, the representative will ask the Union President to request an evaluation and/or inspection from the Occupational Safety and Health Administration.
- g. The Union will be notified of employer-initiated training sessions related to safety/health in order to provide an opportunity for requests for attendance from the Union to be considered.
- h. The Union safety and health representative may represent employees concerning complaints from employees to management about unsafe and unhealthy working or environmental conditions or practices; however, this does not deny the employees the right to present complaints of this nature directly to the Employer.

Section 13.3 – Safety Inspections. The Union shall be notified of safety inspections and given the opportunity to have a representative present at inspections. The Safety Officer

shall furnish the Union the annual report of safety inspections and reports of accidents and occupational illnesses. The Union may request a joint inspection of any area thought to be unsafe. The Safety Officer and one Union representative shall inspect that area.

Section 13.4 – Safety Standards. The Employer will exert every effort to provide safe and sanitary conditions and equipment in consonance with standards promulgated under the DOD, USACE and OSHA Safety Standards/or regulations. The Employer shall post and keep posted a notice or notices informing employees of the protection and obligations provided for in the DOD, USACE and OSHA regulations.

Section 13.5 – (Not Used)

Section 13.6 – Lighting. The Employer agrees to ensure adequate lighting and ventilation in work areas. Corrective action will be taken by the Employer when required.

Section 13.7 – Reporting Unsafe Conditions. The Employer shall encourage employees to work safely and to report an observed unsafe or unhealthy conditions to the employee's immediate supervisor. Stewards and other representatives of the Union, in the course of performing their normally assigned responsibilities, are encouraged to observe and report unsafe practices, equipment and conditions, as well as environmental conditions in their immediate areas which may represent health hazards. The Employer agrees that no degradation, restraint, interference, coercion, discrimination, or reprisal will be practiced as a result of an employee's reporting an unsafe practice or condition.

Section 13.8 - On-the-job-Injury or Illness. Employees should report to their supervisor immediately all injuries or illnesses which occur on the job, no matter how slight.

Section 13.9 – Union Notification. In the case of an on-the-job lost-time injury or illness, the Union will be notified as soon as possible.

Section 13.10 – Prompt Treatment. Prompt medical treatment and facilities shall be provided for employees who are injured or become ill on the job.

Section 13.11 – First Aid Kits. The USACE Finance Center will furnish 5 Red Cross – or similarly equipped – first aid kits. These will be located in various areas of the building.

Section 13.12 – Defibrillator. The USACE Finance Center will provide a defibrillator and appropriate training for employees.

Section 13.13 – FECA Rights. When an employee is injured on the job, the Employer will, as soon as possible, explain to the employee his/her rights and options under the Federal Employees' Compensation Act, supply the employee with copies of the appropriate Office of Workers' Compensation Program (OWCP) forms, and insure that the forms are properly completed. The injured employee shall be supplied with a copy of

the completed forms. The employee may request the presence and assistance of the Union Steward at any time during the discussion.

Section 13.14 – Claims. The Employer shall process and promptly forward to CPAC employee and employer documentation required when an employee sustains an on-the-job injury or contracts an occupational disease and elects to file a claim. The Employer shall consult with the injured employee (and representative, if requested by the employee).

Section 13.15 – Temporary Details. Employees who are temporarily unable to perform all of their regularly assigned duties because of illness or injury, but who are capable of returning to or remaining in a duty status, may be detailed to other work assignments, as in the past, as long as effective use can be made of their duties.

Section 13.16 – Fitness for Duty. When an employee is physically unable to perform his/her duties, medical determinations will be made in accordance with appropriate CFRs (Code of Federal Regulations).

Section 13.17 – Notice to Union. As soon as practicable after official notification to the nearest of kin, the Employer shall notify the Union of serious on-the-job illness, injury or death of an employee in the Unit so that the Union may extend benefits to which the employee and/or the employee's family may be entitled.

Section 13.18 – Accident Records. In consonance with 29 CFR, on-the-job accident and illness records shall be maintained and reported. A copy of all such reports shall be provided to the Union (Privacy Act limitations may apply).

Section 13.19 – Fitness Center. The Employer will reimburse USACE Finance Center bargaining unit employees for 50% of the their monthly membership cost to utilize the Mid-South Navy Support Activity's (NSA) Fitness Center.

Section 13.20 – Training. The Employer will provide annual CPR and first aid training.

## ARTICLE 14 DISCIPLINARY AND ADVERSE ACTIONS

Section 14.1 – General. No employee will be subject to a disciplinary or adverse action except for just and sufficient cause.

a. Disciplinary and adverse actions will be processed promptly, fairly and equitably to include any due process rights afforded the employee in accordance with applicable law, rule and regulation.

b. It is agreed that a thorough investigation will bring issues into sharp focus, afford the employee an opportunity to explain his position, and may possibly eliminate any necessity for initiating formal disciplinary action.

Section 14.2 – Initiation of Discipline. Oral admonitions, written warnings, and official letters of reprimand will normally be initiated by the employee’s immediate supervisor.

Section 14.3 – Retention of Letters of Reprimand. A letter of reprimand, a formal disciplinary action, will be retained in the official personnel folder for a period of up to three years from the date of issuance. The decided retention period will be noted in the letter to the employee. Removal of the letter may be effected sooner than indicated in the notice to the employee.

Section 14.4 – Investigatory Meetings. Prior to any investigatory meeting with an employee, the employee shall be informed of its nature. A copy of any records documenting the meeting shall be provided to the employee. If the employee requests Union representation, he/she shall be allowed up to 24 hours to obtain it.

Section 14.5 – Informal Discipline. When misconduct can be corrected through informal measures such as counseling, or oral or written warnings, formal disciplinary action may be avoided. The Employer will take into account any employee response. Informal actions will be conducted in a timely manner in an effort to strengthen a relationship between the offending behavior and the action imposed.

Section 14.6 – Notice to Employee. A notice of proposed disciplinary action against an employee shall be in writing and shall inform the employee:

- a. The specific reasons for the proposed action;
- b. The name of the deciding official to whom he/she may respond; and number of days allowed for response;
- c. That he/she may answer orally and/or in writing and may submit affidavits or other written statements in support of that answer;
- d. That he/she may be represented by an IFPTE representative;
- e. Of his/her status during the notice period;
- f. That he/she shall be granted a reasonable amount of official time to receive copies of and review the material relied on to support the reasons in the notice, to secure affidavits or other written statements, and to prepare an answer to the notice;
- g. Advise of the Employee Assistance Program.

Section 14.7 – Employee Response.

- a. For disciplinary actions less than a 14 day suspension, the employee will have 5 days to respond.
- b. For suspensions of 14 days or more, changes to lower grade, and removals, the employee will have 10 days to respond.
- c. This period may be extended by the deciding official.

Section 14.8 – Deciding Official. The deciding official is the individual who makes the final decision to issue a letter of reprimand, suspension, separation, or other disciplinary action as defined in accordance with applicable regulations.

Section 14.9 – Deciding Official Options. After carefully considering evidence and the employee’s response and any mitigating factors, the deciding official may:

- a. Withdraw the proposed action;
- b. Institute a lesser action;
- c. Institute the proposed action;
- d. Propose reassignment of the employee to another position at the same grade and pay.

Section 14.10 – Decision Letter. The employee will be given the letter of the decision of the disciplinary action. Reprimands will be effective on the day the letter is issued. Suspensions, demotions and separations will be effected no less than 10 days from the receipt of the decision letter. Actions taken under the crime provision are the exception to this.

- a. The Employer shall provide the employee with two (2) copies of the decision letter. One (1) copy may be given the representative at the employee’s discretion.
- b. The final notice will include a specific time period, a maximum of three years from the effective date of the reprimand. Consideration will be given to past disciplinary records, or lack thereof. Removal of letters from employee’s official personnel folders in less than the specified periods of time will be in accordance with AR 690-700, Chapter 751.

Section 14.11 – Appeals. In the event an unfavorable final decision is issued concerning suspensions of fifteen (15) days or more and removals, the employee shall be advised that he or she has the right to appeal the decision under the negotiated grievance procedure or to the Merit Systems Protection Board (for adverse actions), but not both. The appropriate MSPB address shall be included in the letter.

ARTICLE 15  
PERFORMANCE APPRAISAL SYSTEM

Section 15.1 – Performance Standards. All performance standards will be applied fairly, equitably, and consistently with the position description and classification standards for the job. A performance standard is a statement of the expressed level of achievement in terms of the quality, quantity, timelines, etc., required for the performance of an employee’s job.

Section 15.2 – Definitions. When used in this article, the applicable terms have the following meaning:

- a. Rating Supervisor. The person assigned responsibility for directing and appraising the employee’s performance. This is normally the direct line supervisor.
- b. Senior Rater. An individual in the employee’s performance appraisal chain, frequently the rater’s immediate supervisor.
- c. At the beginning of the rating period the Employer must inform employees who the rater and senior rater will be.

Section 15.3 – Development of Standards. Employees will be given the opportunity to participate in the development of their standards. The Employer finalizes the standards, giving consideration to the employee’s ideas. Performance standards will be developed and communicated to the employee at the beginning of the rating period and as changes occur. Written performance standards will be provided to the employee and signed by the employee and the Employer at the beginning of the rating period.

Section 15.4 – Training and Supervision. The Employer agrees to provide adequate training and supervision in an attempt to insure that employees can meet designated performance standards.

Section 15.5 – Individual Development Plans (IDP). The Employer will insure performance standards are fairly applied, and that IDPs are developed to meet mission requirements and enhance career goals as much as possible.

Section 15.6 – CPO Assistance. The Civilian Personnel Office will provide orientation, technical advice and assistance to employees concerning the performance appraisal system.

Section 15.7 – Appraisal Extensions. When the rating supervisor is not available (e.g., extended illness, death or sudden resignation), normally the next level supervisor will prepare the appraisal if they have personal knowledge of the employee’s performance. If not, an automatic one-hundred twenty (120) day extension will be granted and the newly assigned rating supervisor will complete the appraisal.

Section 15.8 – Informing Employees. Rating supervisors will annually appraise employees' overall performance and inform them of their progress toward achieving performance requirements. Conferences will be held as often as needed (as a minimum, at the mid-point of the annual rating period). Supervisors will counsel and assist the employee to improve performance before beginning any action against the employee. When a supervisor's review leads to the conclusion that the employee's work is not at the acceptable level of competence or fully successful, the supervisor will provide to the employee, in writing:

- a. An explanation of those aspects of performance in which the employee's service falls below an acceptable level.
- b. Advise as to what the employee must do to bring the performance up to the acceptable level.
- c. A statement that his/her performance may be determined to be unacceptable, unless improvement is shown; a statement that he/she has a period of ninety calendar days in which to bring his/her performance up to an acceptable level. If the employee's performance becomes acceptable at the end of the 90 day period and remains so for 1 year, all documents pertaining to this action will be destroyed.
- d. How the rating supervisor will assist the employee in improving his/her performance.
- e. That the employee will be reevaluated at the end of the ninety day period.
- f. The employee will be advised of the Employee Assistance Program and encouraged to obtain help if applicable to his/her performance related problem.

Section 15.9 – Unsatisfactory Performance. If after the 90 day period the employee's performance is determined to be unsatisfactory, he/she is entitled to the following:

- a. Thirty days advance written notice of proposed action which identifies:
  - (1) Specific instances of unacceptable performance on which the proposed action is based.
  - (2) The performance standards of the employee's position involved in each instance of unacceptable performance.
  - (3) The improvement or lack of progress will be discussed in the letter of thirty day notice.
- b. Representation by an attorney or other representative of the employee's choice.
- c. Not less than fourteen days to answer orally or in writing.

d. A written decision as soon as possible, but not later than thirty (30) days after the notice period expires. The decision must:

(1) Specify the instances of unacceptable performance on which the proposed action is based. Only instances of unacceptable performance which occurred in the one (1) year period before the date of the advance notice may be used to support the decision. Only those instances included in the advance notice may be relied on to support the final decision.

(2) Be rendered by a higher level official other than the one who proposed the action.

(3) The written decision will state the effective date of the action, inform the employee of applicable grievance and appeal rights, and be delivered to the employee and his/her designated representative at or before the time that action is to be effective.

e. Supervisors will consider reassignment and reduction in grade before proposing removal of the employee.

f. If after the one hundred and twenty (120) day period the employee's performance is determined to be unacceptable, and the within-grade increase will be withheld, the employee is entitled to a written statement specifying the reasons why the employee's performance was not acceptable and notification that the employee may secure a reconsideration of the decision by filing a written request within fifteen (15) calendar days to a designated official.

Section 15.10 – Employee Comments. Employees will be given five (5) days to enter comments concerning their appraisal on the appraisal form. Employees will be given the opportunity to attach comments concerning their dissatisfaction with the appraisal and their reasons for not signing the appraisal.

Section 15.11 – Availability of Records. Written records of employee performance and discussions which supervisors use in determining employee performance appraisal will be made available to the employee. All such records used in performance evaluation will be maintained for the period of time necessary to allow employees to appeal the appraisal through established procedures.

## ARTICLE 16 POSITION DESCRIPTION/CLASSIFICATION

Section 16.1 – General. The USACE Finance Center will maintain an accurate position description for each position.

Section 16.2 – Content Dispute. When differences concerning the accuracy of the contents of a position description cannot be resolved between the supervisor and the

employee, the employee/Local 259 (FC) representative may file a grievance under the negotiated grievance procedure.

Section 16.3 – Procedure. Any employee in the unit who believes he/she is performing duties outside the scope of the position description or that the position is inaccurately described, may request of the immediate supervisor that the position description be reviewed. The employee will be allowed to present his/her position to the supervisor during the review process. Normally within five (5) days, the supervisor will initiate a job description update request or explain why the current description is adequate. No request for a change in an individual job description will be submitted within thirty (30) days of a scheduled survey or until ninety (90) days has lapsed after completion of a survey. This explanation shall be in writing and signed by the supervisor. The supervisor may request assistance from the Personnel Office in this matter. If the employee is not satisfied with the explanation, he/she may request an updated job description from the Civilian Personnel Office, prior to filing a grievance. The employee may be represented by the Union in the grievance.

Section 16.4 – Appeals. Any employee in the unit who feels that his/her position is inaccurately classified may present a complaint orally or in writing to the supervisor. Normally within ten (10) days the supervisor will discuss the matter with the employee and explain, with assistance from the Personnel Office as needed, the basis upon which the job has been evaluated. If the employee is not satisfied with the explanation received, he/she may file a classification appeal, in writing.

- a. Wage Grade employees must appeal through the Agency Procedure and then to the Office of Personnel Management.
- b. General Schedule employees may appeal to the Agency first and then to OPM if dissatisfied, or may go directly to OPM.
- c. General Schedule and Wage Grade employees in the unit, other than those with saved grade and saved pay rights, whose positions have been downgraded as a result of reclassification may appeal the downgrade either under the negotiated grievance procedure or to the Merit Systems Protection Board. Notice of such downgrades shall include an explanation of the employee rights, including the address of the appropriate MSPB office.
- d. Saved grade and saved pay rights shall be afforded eligible employees in accordance with applicable laws and regulations.

Section 16.5 – Representation. The employees shall have the right to be assisted by a representative of his/her choosing in preparing and presenting a classification appeal.

- a. The employee may have a representative present at a job audit.

b. Where a job audit is initiated by the Employer, the employee will be permitted to have a representative.

c. Full consideration will be given to any presentation on behalf of the employee.

d. The final evaluation, including accuracy to the position description, will be discussed with the employee and representative.

Section 16.6 – Union Notification. The Employer will notify the Union of new position classification or job grading standards affecting unit positions prior to implementation. The Employer will meet with the Union to discuss and/or negotiate the impact and implementation of these standards on unit positions.

Section 16.7 – Other Duties as Assigned. The phrase “performs other duties as assigned” in an employee’s job description shall not be construed to require the employee to perform duties outside his/her regular field of work on a continuing basis.

Section 16.8 – Downgrades. Positions offered outside the local commuting area to employees whose positions have been downgraded, and who are entitled to saved grade or saved pay protections under Title VIII of the Civil Service Reform Act, and who have not signed a mobility agreement, may be declined by the employee and shall not be mandatory reassignments.

## ARTICLE 17 INCENTIVE AWARDS COMMITTEE

Section 17.1 – Union Participation. The Employer agrees that Union participation in the Suggestion Program and Incentive Awards Program is appropriate.

a. To this end the Employer agrees that the suggestion coordinator for the UFC will provide copies of all bargaining unit suggestions and will notify the Union representative designated by the Union as to who is evaluating bargaining unit suggestions. At the conclusion of the evaluation process, the UFC suggestion coordinator and the designated Union representative shall each provide written recommendations to the UFC Deputy Director.

b. The Employer agrees to provide a notification letter to all employees who submit suggestions within 10 days. This letter will notify the employee who is evaluating the suggestion and who is the Union representative designated as Union suggestion coordinator.

c. The Employer further agrees that there will be one fully participating member of the Incentive Awards Committee designated by the Union.

Section 17.2 - Reports. The Employer will furnish a report to the Union containing the number of bargaining unit and non-bargaining unit employees who received an award.

## ARTICLE 18 MERIT SYSTEM

Section 18.1 – General. All personnel actions involving merit promotion shall be consonant with the merit system and the Civil Service Reform Act. The Employer agrees to explain to employees as needed the merit system in an attempt to assure fair, equitable, and consistent practices in carrying out the merit promotion procedures. The Employer will attempt to ensure that all qualified people have equal opportunity for promotion in accordance with the Article on Equal Employment Opportunity. No pre-selection will be tolerated. It is agreed that in-house promotions generate good morale and encourages employees to seek education which will enhance their promotion opportunities.

Section 18.2 – Union Access to Vacancy Announcements. The Union will be provided access to position vacancies that have not been filled and shall be fully identified as to grade, title, organization, permanent, seasonal, and date announcement closed. A principal goal of the agency is to provide every employee with the opportunity to realize a satisfying, rewarding, and productive career. Essential to this is a merit promotion program which functions in full support of management's need for a competent, effective workforce; and provides the impartial mechanism to enable employees to advance as high as their abilities and initiative can take them with available opportunities.

Section 18.3 – Announcement of Vacancies. Vacancies to be filled by merit promotion shall be publicized to ensure that all employees have an equal opportunity to participate. The Union shall be furnished a copy of all vacancy announcements.

Section 18.4 – Consideration. The Employer will give first consideration to bargaining unit employees for promotion opportunities to bargaining unit positions. In the event a non-bargaining unit employee is selected, the Employer will provide a written definitive justification to all bargaining unit applicants for his/her selection.

- a. When a position is to be filled under the provisions of the Merit Promotion Plan, it shall be fully identified as to grade, title, organizational location, and whether permanent or temporary. If a position is announced as temporary and the announcement does not state that it may become permanent, the position will be re-announced if it does become permanent. The announcement will show opening date, closing date and expiration date.
- b. Details and placement actions involving transfer, reinstatement or reassignment to positions with known promotional potential will be accomplished in accordance with the regulations and the Merit Promotion Plan and principles.

c. The qualification requirements and selective placement factors for positions to be filled through merit promotion procedures shall be in accordance with regulations.

Section 18.5 – Selection Process. The Employer will make selections for merit system promotions from lists of eligible candidates. The Employer may choose to establish a panel to rate and rank candidates.

Section 18.6 – Exceptions. Positions may be filled as an exception to the Merit Promotion Plan, by reassignment, change to lower grade, repromotion, reemployment, promotion under upgrading of position, promotion in accordance with approved training programs, and reduction-in-force, and other exceptions provided for in accordance with applicable regulations.

Section 18.7 – Supervisory Evaluations. If supervisory promotion evaluations are utilized, in the interest of providing for objectivity in such evaluations, an employee should have been under the immediate supervisor for at least ninety (90) days. When this is not the case, a prior supervisor's promotion evaluation may be obtained if requested by the employee. Supervisors shall keep employees advised of weaknesses in job performance and of areas in which the employees may improve their chances for promotion.

Section 18.8 - Non-Selected Employee Rights. A non-selected employee who requests reconsideration in accordance with this Merit Promotion Plan may request representation by the Union. The following information about specific promotion actions shall be available to an employee and/or representative upon request:

- a. Employees or employee representatives shall be permitted to review any and all documents used in evaluating all candidates for promotion purposes. If the employee files a grievance, he/she will be furnished copies of these documents upon request.
- b. Whether the employee was considered for promotion and, if so, whether he/she was eligible on the basis of the minimum qualification requirements for the position;
- c. Whether the employee was one of those in the group from which the selection was made and the names of the candidates in the group;
- d. Who was selected for the promotion; and
- e. In what area, if any, the employee should improve to increase chances of future promotion.

Section 18.9 – Repromotion. An employee who is demoted through no personal fault, shall be entitled to special consideration for repromotion. Employees who apply for promotions to their former positions or equivalent or intervening positions and who were demoted because of reduction-in-force shall be considered for promotion to such former positions or intervening positions in inverse order or retention standing prior to filling the position by other promotion action, subject to the criteria in the regulations.

Section 18.10 – Details.

- a. Details will be accomplished in accordance with applicable regulations, the Merit Promotion Plan, and applicable negotiated agreements.
- b. Details in excess of 30 days shall be recorded in the employee's official personnel folder, and copies of the record forwarded to the employee. Employees who are detailed for less than thirty (30) days are responsible for updating their official personnel folder.
- c. Detail procedures used by the Employer shall maximize employee opportunity while meeting the mission.
- d. The Employer is responsible for assuring that details do not compromise the open-competitive principle of the merit system or the principles of job evaluation.

Section 18.11 – Temporary Promotions. An employee temporarily promoted into a higher grade position shall be paid commensurate with the position. An employee assigned for 14 days or longer to a position warranting a higher grade shall be temporarily promoted if qualified. Temporary positions of (120) days or more will be made based on competitive procedures.

ARTICLE 19  
EQUAL EMPLOYMENT OPPORTUNITY

Section 19.1 – Policy. The Employer and the Union shall not in any way discriminate for or against an individual regarding employment or conditions of employment because of race, color, religion, sex, national origin, age marital status, lawful political affiliation, or handicapping condition. Policy shall be in compliance with the Equal Employment Opportunity Act, the Age Discrimination Employment Act, the Civil Service Reform Act, and all other applicable laws and regulations.

Section 19.2 - Mutual Concern. The Union and the Employer agree to discuss problems involving discrimination, with a goal of finding effective and lasting remedies. The Employer will furnish the Union with a copy of the annual affirmative action program plan and subsequent updates.

Section 19.3 – SEPC Membership. The Union will designate one fully participating member for the UFC Special Emphasis Program Committee.

Section 19.4 – Union EEO Coordinator. The Union may appoint a Union EEO coordinator who will be responsible for Union EEO relations, including presenting problems and possible resolutions to relevant problems. In the future, if the Employer

utilizes EEO counselors on a collateral duty basis, the Union may submit names of individuals to the designated representative for consideration of selection as an EEO counselor.

Section 19.5 – Recognition. Employees or officials actively contributing to the advancement of equal employment opportunity or to the elimination of discriminatory practices may be recognized for their actions. The Employer will consider nominations related to EEO/Affirmative Action contributions and other reasons submitted by the Union for the Team Player of the Quarter Award, the Peer Award, and the Team Member of the Year Award.

Section 19.6 – Representation. An employee who elects to pursue the EEO statutory procedure may choose to be represented by a personal representative of their choice.

Section 19.7 – Official Time. An employee and his/her representative (who may or may not be a Union representative), , shall be given a reasonable amount of time to prepare and present a complaint or any subsequent appeal. The complainant and the official representative shall be given official time to attend any conference, meeting, hearing, investigation or trial in connection with an EEO complaint, provided a written complaint has been filed. Any witnesses necessary to present a complaint or an appeal, including a hearing, will also be on official time (if a UFC employee).

Section 19.8 – Union Involvement. It is understood that the Union shall be party to all formal discussions, hearings, and settlement agreements which involve conditions of employment of bargaining unit employees or affect same.

Section 19.9 - Upward Mobility.

a. Definition. Upward Mobility is a systematic management effort that focuses personnel policy and practices on the development and implementation of specific career opportunities for lower level employees (below GS-09 or equivalent) who are in positions or occupational series which do not enable them to realize their full work potential.

b. Policy. The Agency and Union agree to the importance of providing lower-grade employees with opportunities to satisfy their career aspirations through competition for position in career fields in the general schedule (GS 1-9) or at equivalent wage grade full performance levels. In addition to other recruitment methods, the Employer will establish (for accounting technicians) an Upward Mobility Program with the following provisions:

(1) Upward Mobility opportunity will be made available on a nondiscriminatory basis.

(2) The program will use a systematic, structured approach, with well-thought-out objectives.

(3) For those employees selected to participate in the Upward Mobility Program, the Program shall provide for career development counseling. The plan must provide for assistance to employees in making decisions about their careers. This assistance may come from any source, but it must be a coordinated part of a plan assuring that upward mobility candidates and trainees will have sound and current information.

c. The following will not be considered a part of the Upward Mobility Program:

(1) Career Intern Program;

(2) Cooperative Education Programs;

(3) Student Employment Program;

(4) Training for normal staff development or to improve performance in an employee's assigned job;

(5) Outside recruitment programs.

## ARTICLE 20 EMPLOYEE ASSISTANCE PROGRAM

Section 20.1 – General. The Employer shall provide an effective employee assistance program meeting the requirements of applicable laws, regulations, and guidelines. The Employer and the Union shall discuss and negotiate any proposed changes or recommendations relative to the program for employees with medical/behavioral problems. Union members involved in activities or representation pursuant to this article shall be considered to be on official duty. Employee participation in the program shall be voluntary.

Section 20.2 - Policy.

a. The Employer recognizes that medical/behavioral problems of an employee and/or members of his or her immediate family, including alcoholism and drug abuse, can interfere with an employee's job performance. Employees with these illnesses shall receive the same careful consideration and respect as employees who have other illnesses.

b. The Employer acknowledges that such problems may be resolved with proper treatment and workers may return to high levels of productivity. Appropriate assistance will be offered to overcome problems, if it is evident the problems may affect the employee's job performance.

c. The Employer shall immediately refer to the program any employee who acknowledges having a medical/behavioral problem either of his own or her own or a

family member. If the employer reasonably suspects that the employee has a problem in this area, he or she should encourage the employee to participate in the Employee Assistance Program.

d. If it is determined that ordinary supervisory methods are not bringing about improvement, the supervisor will consult the Civilian Personnel Advisory Center (CPAC) for advice on how to proceed. Supervisors should unhesitatingly offer employees information on available health and counseling services, and, with the cooperation of the CPAC should seek to assist employees who may initially refuse help even though their work performance and behavior continues to be unacceptable. Supervisors will not attempt to diagnose the difficulties of employees.

e. The employer has no official interest in employee's private lives, except where it has substantial impact on job performance or accomplishments of agency mission. Therefore, discussions and inquiries with the employee shall be limited to the issue of performance or conduct and shall not attempt to explore underlying causes.

f. Participation in the program shall not jeopardize an employee's job security, or his/her opportunity for promotion, except as related directly to sensitive positions as defined by current laws and regulations.

g. Employees undergoing a prescribed program of treatment will be granted sick leave on the same basis as any other illness when absence from work is necessary.

Section 20.3 - Confidentiality. Neither coordinators nor any management official shall reveal the name of a person voluntarily seeking assistance without the employee's written consent.

Section 20.4 – Publicity. Management shall post its written policy on the Employee Assistance Program, news about the program, and assurances of confidentiality for participants on official bulletin boards

Section 20.5 - Training. Representatives of the Union will be notified and may be given the opportunity to attend training sessions related to the program given to management officials.

## ARTICLE 21 TRAINING

Section 21.1 – Determination. Although it is expected that personnel are basically qualified to perform their duties as a prerequisite to employment, the parties recognize the possible need for additional training, or retraining, to assure development and career planning for employees and to maintain the competence of the work force.

Section 21.2 – Meetings. Personnel representing the Finance Center’s Labor Relations and Training functions will meet quarterly with a Union representative to discuss training issues concerning bargaining unit employees. The UFC Director, or designee, will be provided copies of minutes of the meetings and will be invited to participate as deemed appropriate.

Section 21.3 – Procedures. Supervisors will meet with each employee to discuss a mutually prepared training and development plan. This will be reflected on the Individual Development Plan. The plans may include formal educational courses, on or off the job and with or without pay.

Section 21.4 – On-The-Job Training. If an employee is required to train a new employee and this employee’s work falls behind due to training another employee, the employer agrees to give due consideration to the additional duties being performed when evaluating the employee’s performance.

Section 21.5 – Scheduling. It shall be a matter of interest and concern for the Employer and the Union that appropriate training courses, seminars, conferences and meetings be scheduled, whenever possible, during work hours to allow the employees the opportunity to gain information, education, and training.

Section 21.6 - Records. The Employer agrees to record training accomplishments in the Employer’s office record system. This does not relieve the employee of the individual responsibility to keep his or her personnel folder current and complete to fully reflect total employment experience, training and education. The Union agrees to encourage employees to review their training records to assure that training is accurately recorded.

Section 21.7 – Tuition Assistance Program. An employee desiring to participate in the tuition assistance program shall submit a course enrollment request (at the time of this writing a DD 1556) to the supervisor at least 35 days prior to the registration date of the course, where possible. The Employer will process the request as required by established procedures. The employee shall be notified of approval/disapproval at least 5 days prior to registration, if possible. Tuition assistance will be provided as outlined in Policy Guide UFC-110 if budget resources are available.

Section 21.8 – Employer Initiated Training. When mutually beneficial to the Employer and Union, Union representatives will be considered for attendance at Employer initiated training sessions dealing with problem resolution, health/safety, the Employee Assistance Program, and personnel policies and procedures.

Section 21.9 – Union Sponsored Training. The Employer agrees to grant official time to employees who are Union officials and stewards for the purpose of attending Union-sponsored and other training sessions, providing the training is of mutual concern to the Union and the Employer. Official time for this purpose will not exceed 40 hours per year for the term of this agreement. The Employer will consider requests for additional time. A written request for administrative leave will be submitted at least two (2) weeks in

advance by the Union President to the Employer. The request will provide the presenter, duration, purpose, location and specific discussion topics of the training.

Section 21.10 – Agreement Training. The Employer agrees to conduct a minimum of 2 (4 hours each) joint Union/management training sessions regarding the administration of this agreement.

## ARTICLE 22 WORKWEEK, HOURS OF WORK, FLEXTIME AND SCHEDULES

Section 22.1 – General. Where changes in hours of work, days of work, tours of duty, or administrative workweek are involved, the Employer and Union will meet to discuss the change prior to implementation when appropriate and required by 5 U.S.C., Chapter 71. In all cases, establishment and changes in hours of work, days of work, tours of duty, and administrative workweek will comply with the provisions outlined in 5 CFR Part 610.

Section 22.2 - Schedules. Work schedules will accurately reflect the employees' actual work requirements, including overtime. Work schedules will consist of a regularly scheduled basic workweek of forty (40), plus the period of regular added overtime, if any, required of each employee. The Employer may direct a change in working hours, or days off, when the Agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased. In order to minimize the potential disruption of such changes, if feasible, the Employer will notify employees of permanent shift changes at least one (1) week in advance of the administrative workweek in which the change is scheduled to occur.

Section 22.3 – Tours of Duty. Tours of duty will be established at the beginning of each pay period. As a minimum, tours of duty must be rescheduled in advance of the administrative workweek to correspond with known work requirements and cover a period of at least one (1) workweek. If it is determined that the Employer should have scheduled a period of work as part of the employees regularly scheduled administrative workweek and failed to do so in advance, the employee shall be entitled to the payment of premium pay for the period of work as regularly scheduled work.

Section 22.4 – Basic Workweek. The basic workweek shall consist of forty (40) hours spread over a maximum of five (5) consecutive eight (8) hour days.

Section 22.5 – Shifts. Schedules for shift employees will be posted. Changes in shift schedules shall be subject to impact and implementation bargaining. Assignments will be based upon employee preference, if practical. Efforts may be made to allow for personal hardships when shift assignments are made.

Section 22.6 – Flextime and Compressed Basic Workweek.

a. Employees working the special Disbursing shift will be offered their choice of the following:

(1) A fixed eight hour tour. However, subject to supervisory approval, employees may extend their unpaid lunch to up to two hours and make up the time at the end of the day. Requests for an extended lunch period will be approved unless unusual mission requirements prohibit.

(2) A fixed 5/4/9 tour.

b. All other employees may utilize an eight hour a day flextime schedule between 0700 hours and 1800 hours with core hours of 0900 to 1500 hours. Subject to supervisory approval, employees may extend their unpaid lunch to up to two hours and make the time up at the end of the day. Requests for an extended lunch period will be approved unless unusual mission requirements prohibit.

Section 22.7 – Religious Observances. An employee whose personal religious beliefs require that he or she abstain from work during scheduled work period may elect, subject to approval of his/her Employer, to engage in overtime work for the time lost in meeting those religious requirements. Any employee who elects such overtime work subject to approval of the Employer shall be granted equal compensatory time off from his/her scheduled tour of duty (in lieu of overtime pay) for such religious reasons, or requirements, in accordance with PL 95-390. Request for this time off must be made one (1) week in advance (in writing).

Section 22.8 – Rest Break. Each employee is authorized one fifteen (15) minute rest break after completion of one-half (1/2) of the first four (4) hour period of the normal work day and one fifteen (15) minute rest break to be taken after completion of one-half (1/2) of the second four (4) hour period. A rest break will not be scheduled to shorten a tour of duty. A rest break will not immediately precede the lunch break nor immediately follow the lunch break, e.g., a rest break shall not be a continuation of the lunch break. In the event that an employee's duties require working during a portion of the authorized break, then the break period will be adjusted to ensure a full fifteen (15) minute break. Employees will be allowed to take the rest break away from the immediate work site.

Section 22.9 – Union Bargaining. Changes in the length of the lunch period will be negotiated with the Union (this does not apply to minor changes in individual schedules). The Employer agrees to implementation and impact bargaining with the Union in changes to the work hours (this does not apply to minor changes in individual schedules).

## ARTICLE 23 OVERTIME

Section 23.1 - Employee Assignment. Overtime assignments shall be made as the needs of the work require and shall be distributed as fairly as possible to all qualified employees. The Employer shall consider such circumstances as the condition of the employee's health and other personal problems when assigning employees to work

overtime. Individual employees shall not be forced to work overtime or compensatory time against their expressed desires if full requirements can be met by other substantially equally qualified employees within the division willing to work. The Employer shall give as much advance notice as possible when assigning employees to work overtime. Supervisory personnel will not normally perform overtime duties considered non-supervisory duties when qualified non-supervisory employees are available. Professional personnel will not normally perform overtime duties considered nonprofessional duties when qualified nonprofessional employees are available.

Section 23.2 – Procedures. Overtime/holiday work for bargaining unit employees will first be offered to the employees normally responsible for doing the work. If that employee refuses the offer, volunteers will be requested within the team or smallest organizational element. If there are too many volunteers, seniority will be used to determine who will work the overtime. If not enough volunteers are available, the supervisor may elect to use inverse seniority to require working overtime, or solicit volunteers outside the team or smallest organizational element.

Section 23.3 – Compensation. An employee shall be neither compelled nor permitted to work overtime without compensation. Employees shall be compensated for any partial hour worked in increments of fifteen (15) minutes. An employee who has left the work site upon completion of his/her tour of duty and is then called back to work, shall receive not less than two (2) hours compensation. Wage Grade system employees shall not be required to take time off during regular shift hours in their regular workweek in order to compensate or offset overtime hours worked. Graded employees at or below the minimum salary rate of grade GS-10 will be compensated at overtime rates for all time worked over eight (8) hours per day or forty (40) hours per week unless such employee elects to take compensatory or credit time in place of overtime. AWS (alternate work schedules) may create exceptions.

Section 23.4 – Sunday Premium. If in the future employees ever have a basic work schedule which includes a period of service, any part of which is within the period commencing at midnight Saturday and ending at midnight Sunday, shall be paid extra compensation at the rate of 25 percent of the employee's base hourly rate of compensation for each hour of work performed during the period of service. An employee's regular scheduled reporting time shall not be changed on Saturday or Sunday solely to avoid the payment of Sunday premium payment, except where the Employer determines that the agency would be seriously handicapped in carrying out its functions or that costs would be substantially increased.

Section 23.5 – Night Differential. For regularly scheduled time worked between the hours of 6:00 PM and 6:00 AM, GS employees shall be paid addition compensation at the applicable rate of pay.

## CONTRACTING OUT OF WORK

Section 24.1 – General. It shall be the policy of the Employer to notify and consult with the Union prior to any review of a function for contracting out or consideration of contracting out a new or revised function that may adversely affect bargaining unit employees. The decision to contract out work will be made in accordance with OMB-A-76 and other applicable laws and Government wide regulations. Disputes over the application of OMB Circular A-76 will not be subject to the negotiated grievance procedures.

Section 24.2 – Notification. Notification concerning the above shall occur at least thirty (30) days in advance of the “invitation for bid” or a “Request for Proposal for Contractual Services.” The reason(s) for the proposal, status of affected employees, arrangements to be taken to minimize impact on employee (i.e., reassignment, retraining, retraining career employees and restricting new-hires), and contract specifications, will accompany this notification and the Union will have ten (10) calendar days to file written comments. The Employer will meet with the Union within ten (10) calendar days from receipt of the comments to discuss this action.

Section 24.3 – Union Input. The Employer agrees to seriously consider the views and recommendations of the Union and to announce a decision in consideration of them within ten (10) calendar days.

Section 24.4 - Updates. When the decision is to proceed with a proposal, the Employer will periodically apprise the Union of the status of the proposal. The Union will be furnished a copy of each specification and contact at the same time the invitations for bids are mailed to bidders. Also, the Union shall be furnished dates and times of pre-bid and bid opening conferences.

Section 24.5 – In-House Bid. Subsequent to opening of the bids and before a contract is awarded, the Union shall be provided data concerning the “in-house” estimate of cost of the work to be performed in accordance with the regulations. The Union will be given fifteen (15) calendar days to review the “in-house” estimate and other pertinent data and to comment on and/or challenge the validity of the data.

Section 24.6 – Personnel Affected by Contracting Out. The Employer agrees to take action to attempt to minimize the impact on employees when a function is contracted out. Affected employees will be reassigned and/or retrained to maximum extent practicable. Maximum retention of career employees shall be achieved by considering attrition patterns and restricting new hires.

## ARTICLE 25 REDUCTION-IN-FORCE

Section 25.1 – General. Through careful planning and use of other administrative techniques, management officials at all organizational levels should seek to avoid the necessity of entering into a formal RIF action. As one administrative technique, management will consider holding vacant positions open prior to a formal RIF if it can be anticipated that adversely affected employees may be qualified for such positions. Office of Personnel Management (OPM) regulations covering reductions-in-force (RIF) procedures for employees in the competitive service will be utilized by management and the Union in carrying out their labor-management responsibilities throughout the RIF process. The Union will monitor any RIFs through reviewing management’s proposed actions and providing comments and suggested changes. Prior to the implementation of any management policy or decision concerning a RIF, the Union will receive a copy of such proposed action and be provided time to review the management proposal. The Employer will meet with the Union to discuss the possibility of requesting early retirement authorization from OPM prior to implementation of the RIF. The Union will be provided with initial information on the anticipated impact of the RIF not less than 60 days prior to the RIF date.

Section 25.2 - Union Concerns. Matters which will be monitored by the Union will consist of the following:

- a. A listing of competitive area vacancies at the beginning and end of the RIF.
- b. Reasonable offer of position.
- c. Compliance with the Act, OPM, and agency RIF procedures.
- d. Examination of all applicable retention registers and examination of Personnel Office journal files of occupational categories and cross-checking of the accuracy of registers.
- e. A listing of positions abolished.
- f. Review of job descriptions and retention registers for accuracy.
- g. Insuring of retreat rights to a position once held.

Section 25.3 – Written Notice. Written notice will be given to employees at least 60 days in advance of the effective date of the RIF.

Section 25.4 – Union/Employer Meetings. It is agreed that the Union will meet as frequently as necessary with management to insure compliance with the provisions of this agreement. It will also carry out the following actions with management to provide effective placement of personnel in the RIF, and insure promotion and reemployment rights:

- a. Review all of the following for the purpose of minimizing downgrades and loss of employment:

- (1) Retirement of any employee.
  - (2) Resignations, transfers or other loss of employees.
  - (3) Declination of job offers by employees.
  - (4) Any other event which creates a vacant position at or below the current grade of an adversely-affected employee for which he/she may qualify.
- b. Restructure positions to the extent practicable so as to enable adversely-affected employees to fill positions.
  - c. Restructure unfilled trainee positions to the extent practicable to provide positions for journeyman employees who may be adversely affected.
  - d. Where it can be determined that an employee being separated fails to fully qualify for a vacant position but has the specialized skills and abilities to perform the duties of that position in a satisfactory manner within a ninety (90) day period, the employee may be placed in the position.
  - e. A program will be developed to counsel and train employees to the extent practicable, so that they may assume a vacant position for which they would otherwise not be qualified, and to explore with other Federal agencies, state and municipal authorities available training programs for adversely affected employees.
  - f. On the day that letters of job offers/separation are issued, annotated retention registers will be made available for review by the Union. These registers will reflect job offer or separation actions and will be updated on a continuing basis. The Union will be allowed to review the updated registers periodically. These registers will be maintained in accordance with Government wide regulations.
  - g. Management may replace temporary employees that are in continuing positions in accordance with the regulations.
  - h. Employees who have been downgraded because of the RIF process may obtain re-promotion to their former grades in accordance with regulations.
  - i. The Employer will consider a freeze on all hiring for the life of the RIF.

Section 25.5 – Grievances. Nothing in this contract shall preclude the Union from grieving overall RIF procedures.

Section 25.6 – Reorganization of RIFs. The Employer agrees that in the event of a reduction-in-force or a reorganization, an active outplacement program will be implemented. The primary aim of this program will be to find a position in the Federal service for each affected employee commensurate with that employee's skills,

experience, and career goals. Finding a non-Federal sector position meeting these requirements will be a secondary aim of the program.

Section 25.7 – Personnel Files. The Union and management will jointly encourage each employee to see that his/her personnel file and SF-171 and/or other applications are up-to-date as soon as the RIF or reorganization is announced. The Employer will add to the personnel file any changes or amendments consistent with the regulation. Both the personnel file and SF-171 and or other applications will be used to match employees with vacancies.

Section 25.8 – Contacts. Such contacts will include, but are not limited to, Office of Personnel Management; Federal job search organization; other Federal agencies in the commuting area; and state employment agencies.

Section 25.9 –DOD Priority Placement List. The Employer will consider employees who are separated by reduction-in-force for temporary vacancies within the USACE Finance Center in accordance with DOD Priority Placement List.

Section 25.10 – Eligibility. An employee affected by a RIF or reorganization will remain eligible for participation in the outplacement program until he/she:

- a. Voluntarily separates or retires from Federal service;
- b. Accepts a valid offer made under the program; or
- c. Refuses one (1) valid offer made under this program.
- d. For the purposes of this section, a valid offer is one of a position at the same pay and/or grade as the position of record. No application for any position shall be made on an employee's behalf without his/her written consent. A valid offer must be within a commuting area or in another geographic location in which the employee has expressed a written interest.

Section 25.11 - Duration. This program shall remain in effect until all affected employees are either placed or rendered ineligible.

## ARTICLE 26 LEAVE AND HOLIDAYS

Section 26.1 - Annual Leave. Employees will schedule annual leave for the year by 15 February of each calendar year, The vacation/annual leave schedule shall be established giving preference to employees according to their service computation date.

a. The Employer agrees to maintain a reasonable leave policy. Whenever possible, vacation leave may be scheduled so that employees will be permitted at least two (2) consecutive weeks annual leave during each calendar year. A roster of scheduled annual leave for vacation purposes shall be provided to employees by 1 March.

b. Reasonable effort will be made to accommodate employees for special occasions to include religious, and other holidays, and funerals.

c. The supervisor and the employee will make every effort, consistent with work requirements, to assure that the employee does not lose annual leave. The supervisor will endeavor to afford each employee leave at the time the employee considers convenient and desirable. If leave has been previously approved, the Employer will make every reasonable effort to avoid canceling annual leave. The Employer will inform the employee of the reasons for such actions as soon as the requirement for such cancellation is known (in writing). The employee will be given the opportunity to reschedule the leave.

d. When more employees request leave for a particular time period than can be spared because of workload, the employees involved shall be offered the opportunity to resolve the problem between themselves. If they are unsuccessful, leave shall be granted by seniority, as determined by the employees' service computation date.

e. When personal emergency circumstances conflict with leave plans, an employee may, with concurrence of his supervisor, cancel and/or reschedule previously approved leave.

f. Unforeseen circumstances of a personal nature may prohibit an employee from requesting and obtaining prior approval of his absence. In such cases, the employee is responsible for notifying his supervisor within a time span consistent with the nature and degree of the emergency (if possible, within two hours of the start of the employee's tour of duty). Subsequent approval of annual leave for such an absence is a supervisory decision which shall take into consideration the mitigating circumstances.

Section 26.2 – Sick Leave. Employees will accrue sick leave in accordance with statute and appropriate regulations. Sick leave is an employee benefit to be used by an employee for absence required by illness, injury, medical appointments, pregnancy and confinement, or to give care and attendance to a member(s) of his/her immediate family.

a. Time spent by employees in obtaining job related medical examination required by the Employer or treatment at the appropriate health unit shall be time in duty status.

b. When an employee requires use of sick leave, he will notify his supervisor by telephone or other means generally within two hours of the start of the first day of absence.

c. Sick leave of more than three consecutive workdays must be supported by a medical certificate unless the employee was not attended by a physician. If the employee was not attended by a physician, the employee's certification showing satisfactory evidence of

incapacity may be accepted in lieu of a medical certificate. In cases of extended illness, medical certificates may be required periodically, if necessary, to establish the employee's continued inability to return to duty for health reasons.

d. In individual cases of sick leave problems, acceptable medical documentation may be required for each absence. Whenever there is reason for the Employer to believe that an employee may be abusing sick leave, the Employer may counsel the employee first prior to imposing sick leave restrictions by requiring the employee to provide a supporting medical certificate for each sick leave request. When an employee is placed under leave restriction, the supervisor will provide written notification of such restriction. Leave usage/problems will be reviewed at least every 60 days and if the employee's leave usage/problems improves to an acceptable level, or all cases of sick leave usage are supported by acceptable medical documentation, the leave restriction notice will be cancelled.

Section 26.3 – Legislative provisions. The parties agree that the following policies are applicable to bargaining unit employees:

a. Family and Medical Leave Act of 1993. Covered Federal employees are entitled to a total of 12 administrative work weeks of unpaid leave during any 12 month period for (1) the birth of a son or daughter and care of the newborn; (2) the placement of a son or daughter with the employee for adoption or foster care; (3) the care of a spouse, son, daughter, or parent with a serious health condition; and (4) a serious health condition of the employee that makes the employee unable to perform the duties of his or her position. Upon return from such leave, an employee must be returned to the same position or to an equivalent position with equivalent benefits, pay, status, and other terms and conditions of employment.

b. Family Friendly Leave Act. Most covered Federal employees may use up to 104 hours (13 days) of sick leave each leave year to care for a family member or to arrange for or attend the funeral of a family member. Full time employees may use 40 hours (5 days) of sick leave for these purposes without regard to their current sick leave balance. An additional 64 hours (8 days) may be used if the employee maintains a balance of at least 80 hours of sick leave in his or her sick leave account.

c. Sick Leave for Adoption. Federal employees are entitled to use sick leave for purposes related to the adoption of a child.

d. Leave for Bone Marrow or Organ Donation. Federal employees are entitled to use 7 days of paid leave each calendar year (in addition to annual or sick leave) to serve as a bone marrow donor and 30 days of paid leave each calendar year (in addition to annual or sick leave) as an organ donor.

Section 26.4 – Maternity/Paternity Leave. Employees who are pregnant will be allowed to work as long as they and their doctors feel it is wise, prior to delivery of the child. Maternity leave in the form of sick leave, annual leave, or leave without pay will be

granted during delivery and confinement and until the employee is released by the doctor to return to work. Additional annual leave or leave without pay shall be granted for up to three (3) months per the Family Friendly Leave Act so that mothers may make child care arrangements. Fathers may be granted paternity leave, i.e., the use of annual leave or leave without pay in order to care for their newborn child, the child's mother or other minor children. The amount of time allowed shall depend upon the circumstances of the individual case and operational needs

Section 26.5 - Absence for Adoption or Foster Care. The family and medical leave act of 1993 made available to Federal employees an entitlement up to a total of 12 weeks of leave for the placement of a child through adoption or foster care. In these instances, the employee's entitlement to leave under the act expires 12 months from the date of the adoption or placement. Upon returning from leave, an employee is entitled to be restored to the same or an equivalent position he or she held when the leave began.

Section 26.6 – Military Leave. Employees who are members of the National Guard or Reserves will be granted military leave not to exceed fifteen (15) days per year. This can be used for active duty or training. If an employee is called to duty as a member of the National Guard or Reserves and has used all his/her military leave, he/she must be granted leave without pay upon request, or may be granted annual leave if so desired.

Section 26.7 – Admin Leave. Administrative leave may be granted to employees of the Finance Center in accordance with applicable laws and regulations. At the discretion of the Employer, administrative or excused leave may also be granted for events affecting the Employer's facility such as snowstorms, floods, lack of heat or electricity and similar occurrences.

Section 26.8 – Health Screenings. In the case of an employee with fewer than 80 hours (2 weeks) of accrued sick leave, the President directed agencies to establish a policy that provides up to 4 hours of excused absence each year for participation in preventive health screenings. This is in accordance with the executive memorandum directing agencies to allow Federal employees to take full advantage of health screening programs and other effective preventive health matters.

Section 26.9 – Holidays. Employees shall be granted all holidays given to Federal employees by statute and shall also receive holidays granted through Executive Order.

Section 26.10 – Leave Without Pay. Employees who do not have leave to their credit and wish to take leave for emergencies or other necessities may request leave without pay. Requests must be in writing and include a justification. Leave without pay shall be granted upon request to disabled veterans needing medical treatment and reservists and National Guard personnel for military training duties. At the discretion of the Employer, leave without pay may also be granted on an extended basis in accordance with applicable laws and regulations.

Section 26.11 – Court Leave. In accordance with applicable regulations, an employee will be authorized absence from work status without charge to leave or loss of pay, to

which the employee is otherwise entitled, when the employee serves as a witness or as a juror in connection with a judicial proceeding on behalf of the Federal, State or Local Government.

Section 26.12 – Compensatory Time. All employees not covered by the Fair Labor Standard Act and those covered by the Act whose entitlement under Title V is as great as the entitlement under the Act may be granted compensatory time off in lieu of overtime payments if the employee requests. The employee must make such a request at the time the overtime is to be worked. It shall be the duty of the supervisor to inform the employee of the right to request compensatory time rather than overtime payment. No coercion shall be used to get the employee to request such time off rather than payment. This shall be entirely the employee's choice.

Section 26.13 – Credit Hours. The working of credit hours shall be authorized for bargaining unit employees. Employees will be authorized to carry forward 24 hours but may earn up to 32 hours as long as the additional hours are used that same pay period.

- a. Credit hours shall be accrued in 15 minutes increments with no more than 2 hours being accrued on any given day.
- b. The working and taking of credit hours must be requested by the employee and approved in advance by the supervisor.

Section 26.14 – Tardiness. Immediate supervisors shall have the option to excuse infrequent absences and tardiness of less than an hour on the part of the employee.

## ARTICLE 27 MISCELLANEOUS AGREEMENTS

Section 27.1 – Drinks in Conference Rooms. The Employer agrees that it is acceptable for employees to bring bottled water, and soft drinks to meetings that are conducted in conference and meeting rooms with the following exceptions:

- a. Only bottled water may be brought to the Stan Wrenn Room and the General Purpose Room when tables are not set up. When tables are set up, drinks in covered containers may be brought into these rooms.
- b. In the computer training rooms, soft drinks and coffee – in addition to bottled water – may be brought if in a covered container.

Section 27.2 – Use of Computers. The Agency agrees that it is reasonable to allow employees to use computers to do homework for UFC approved training at their desks during lunch and before and after duty hours, but no earlier than 6:00 AM and no later than 6:00 PM.

Section 27.3 – Dress Policy. The Employer agrees that blue jeans (without holes and tears) and tennis shoes are appropriate attire for most workdays. Employees must be neat, clean and practice good hygiene. Shorts, sweat clothes, and political or sexually suggestive clothing are not appropriate. T-shirts should not display language inappropriate for the workplace. A more professional dress code may be required (no more than 15 times per year) when dignitaries from outside offices visit the USACE Finance Center.

Section 27.4 – Visits to Congress. A Union official will be authorized up to 8 hours of official time per year to present the views of the labor organization to Congress on issues not presently being considered.

## ARTICLE 28 AGREEMENT TERMS

Section 28.1 – This agreement shall become effective on the date of approval by the Head of the Agency or the 31<sup>st</sup> day following the date on which the agreement is executed by the parties, whichever come first.

Section 28.2 – Duration. This Agreement shall remain in force and effect for three (3) years from date of approval. The Agreement shall be automatically renewed upon the expiration of the initial three (3) years term, and from year to year thereafter, unless either party gives written notice of intention to terminate or renegotiate the Agreement in its entirety between the 105<sup>th</sup> and 60<sup>th</sup> calendar day prior to its anniversary date or a valid challenge is filed between the 105<sup>th</sup> and 60<sup>th</sup> calendar day prior to the anniversary date.

Section 28.3 – Expiration. If a new collective bargaining agreement is not executed prior to the expiration date of this Agreement, this Agreement shall expire and no longer be enforceable. The parties may mutually extend the agreement.

Section 28.4 – Modifications.

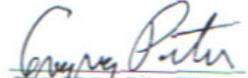
a. Either party may request modification of this Agreement by notifying the other in writing that a conference is desired for that purpose. The notice shall state the nature of the revision(s) desired and must be given not less than 90 calendar days prior to termination date of this Agreement. The conference shall be convened within 30 calendar days of the date of receipt of such notice. There shall be no more than one such conference during each contract year, except by the mutual consent of the parties. Amendments or supplements to which the parties agree shall become effective upon approval by the Head of the Agency or the 31<sup>st</sup> day following the date on which the amendment or supplement is executed by the parties, whichever come first.

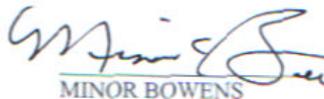
b. Modification(s) or amendment(s) of this Agreement resulting from changes in applicable laws and/or regulations issued by higher level authority after the effective date

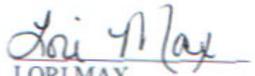
of this Agreement - the implementation of which is mandatory and not discretionary with the Employer - will be made by written notification to the Union indicating the modification and the reason. In such an event, the parties will meet for the purpose of negotiating new language which will meet the requirements of such laws, regulations, or policies. Such amendments as agreed to will be duly executed on a date or dates appropriate under the circumstances.

NEGOTIATING TEAMS

FOR THE EMPLOYER:

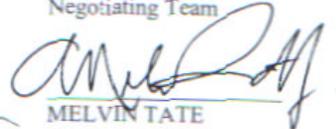
  
GREGORY PORTER  
Chief Spokesperson,  
Negotiating Team

  
MINOR BOWENS  
Member, Negotiating Team

  
LORI MAX  
Member, Negotiating Team

FOR THE UNION:

  
CLARK D. KING  
Chief Spokesperson,  
Negotiating Team

  
MELVIN TATE  
Member, Negotiating Team

  
DEBORAH HOBSON  
Member, Negotiating Team

AGREEMENT EXECUTION

  
THOMAS L. BROCKMAN, JR.  
Director,  
USACE Finance Center

1/29/02  
DATE

  
CLARK D. KING  
President,  
IFPTE Local 259

1/29/02  
DATE

